Legal Ad

Town of Newington

The Town of Newington is accepting sealed bids for the sale and removal of equipment from the former National Welding site at 960 Cedar Street in Newington, CT. The Town is offering the following used equipment for sale and removal to interested parties: one roller for sheet metal, two 10 ton overhead cranes with motors, two vertical lathes, and three large incinerators. All items are being sold as is, where is, with no warrantees expressed or implied. All bids must be submitted in accordance with Town specifications and on forms supplied by the Town. Bid forms and specifications are available at the Town Manager's Office, 131 Cedar St., Newington, CT 06111 and at www.newingtonct.gov, in the Doing Business, Current Bids section. Pictures are also available on this website. Those interested in viewing the equipment are asked to call 860-665-8513 to schedule an appointment. Bids will be received and opened publicly at 2:30 pm on August 3, 2010. The Town of Newington reserves the right to reject any or all bids.

John L. Salomone Town Manager

TOWN OF NEWINGTON

SALE AND REMOVAL OF NATIONAL WELDING SITE EQUIPMENT

BID SPECIFICATIONS

Intent

The Town of Newington is accepting sealed bids for the sale and removal of equipment from the former National Welding site located at 960 Cedar Street in Newington, Connecticut

General

The Town of Newington foreclosed on this property, tested for hazardous materials, and is in the process of determining the best use for the location. The property is not in use and there is no electricity on site.

Equipment

The Town is offering the following used equipment for sale and removal to interested parties: one roller for sheet metal, capable of rolling pieces approximately six feet wide; two 10 ton overhead cranes with motors, which roll along steel I beams; two vertical lathes, manufactured by Niles Tool Works of the Niles-Bement Pond Company; and three large incinerators. All items are being sold as is, where is, with no warrantees expressed or implied. Pictures are available at www.newingtonct.gov, in the Doing Business, Current Bids section.

Removal

The successful bidder(s) shall be responsible for all removal costs. The successful bidder(s) shall remove the equipment within ninety calendar days of the bid opening. Removal shall be performed in a manner that does not disturb any hazardous material unless absolutely necessary. Hazardous material has been identified in the material on the exterior walls of the building and above the ceiling. Any hazardous material that is disturbed shall be handled in a manner that conforms with all applicable federal and state requirements, by appropriate, licensed companies, and at the full expense of the bidder. Seethe section of these specifications on hazardous materials, below. Failure to handle or remove any disturbed hazardous material in a safe and responsible manner shall result in corrective action taken by the Town and billed to the bidder, as will any damage by the successful bidder(s) that affects the structural integrity of the building or the safety of other building users.

Bid Structure

Bids will be accepted by the Town for each piece of equipment individually, or for any combination of equipment located at the former National Welding Site. Awards may be made to more than one bidder. The Town reserves the right to award bids in a manner that it determines is in its own best interest. The Town also reserves the right to reject any or all bids when it determines that such action is in its own best interests.

Ownership

All equipment is the property of the Town of Newington until such time as it has been removed from the premises. Once any or all equipment has been removed from the Town's property at the former National Welding site it becomes the property of the successful bidder, who shall be responsible for all liability, loss, or damage in transit resulting from all subsequent use, refurbishment, sale or transporting of the equipment. Failure by the successful bidder to remove equipment within ninety calendar days after the bid opening date shall allow the Town, at its sole discretion, to sell the equipment to another party or to have the equipment destroyed or removed by a vendor of the Town's choosing.

Bid Procedures

All bids shall be submitted on forms provided by the Town of Newington and addressed to the Town Manager's Office, Town Hall, 131 Cedar Street, Newington, CT 06111. Bids will be opened and read publicly at 2:30 pm on August 3, 2010. Bids shall be submitted in sealed envelopes that are clearly labeled "National Welding Site Equipment Bid". Bids will not be accepted either by fax or e-mail.

All exceptions of the bidder to the terms and specifications of this bid shall be made in writing and submitted in full with the Bid Form. For all other terms and specifications, submission of a bid constitutes acceptance by the bidder. The Town reserves the right to reject bids which contain one or more exceptions that are unacceptable to the Town. All prices bid by the Contractor shall be held firm until all work has been completed.

The Town reserves the right to waive informalities or to reject any or all bids when such action is deemed to be in the best interests of the Town. The Town reserves the right to delete such items as it deems necessary from these proposals. The Town further reserves the right to reject the bid from any firm who is more than thirty days delinquent on payment of money due the Town.

Any written addenda for this bid will be posted on the Town's website, www.newingtonct.gov, after selecting "Doing Business" and "Bid Opportunities", at least 48 hours prior to the date and time of the bid opening. It shall be the bidder's responsibility to check the Town's website to determine the contents, or absence, of any addenda.

Inquiries

Any questions regarding this bid shall be addressed to Jeff Baron, Director of Administrative Services, 131 Cedar Street, Newington, CT 06111, contact phone number (860) 665-8513, between 8:30 a.m. and 4:30 p.m., Monday through

Friday. Those wishing to view the site or equipment in person are asked to call to schedule an appointment to do so.

Hold Harmless

The successful bidder(s) agrees to indemnify, defend and hold harmless the Town of Newington and its respective officers, employees, agents and/or servants against all demands, claims, actions or causes of actions, losses, damages, liabilities, costs and expenses, including without limitation, interest, penalties, court costs and reasonable attorney's fees, asserted against, resultant to, imposed upon or incurred by the Town of Newington resulting from or arising out of:

- 1. Any breach by the successful bidder(s) of the terms of the specifications, or
- 2. Any injuries (including death) sustained by or alleged to have been sustained by the officers, employees, agents and/or servants of the Town of Newington or the successful bidder(s) or contractors or material men, or
- 3. Any injuries (including death) sustained by or alleged to have been sustained by any member of the public or otherwise any or all persons, or
- 4. Any damage to property, real or personal, (including property of the Town of Newington or its respective officers, agents and servants)

caused in whole or in part by the acts or omissions of the successful bidder(s), any contractor or subcontractor, or any material men or anyone directly or indirectly employed by them while engaged in the performance of any work for the Town of Newington.

Hazardous Materials

The successful bidder(s), when providing, using, storing, delivering or disposing of any toxic, hazardous or potentially dangerous materials, shall advise the Town, in writing, of the condition of such hazardous materials in advance of conducting any work and is responsible for protecting the successful bidder's own employees, those of the Town, and all its' agents from the hazards associated with such materials. The successful bidder(s) shall furnish direction, precautions, or training, provided or made available from the supplier of the materials, or other acceptable source, for use by all persons who may be subject to the hazard. The successful bidder(s) shall comply with all applicable regulations and laws. The successful bidder(s) shall dispose of any hazardous or toxic substances in accordance with all applicable regulations or laws, including E.P.A. and D.O.T., and shall provide the Town with the appropriate generator E.P.A. number. The successful bidder(s) shall do all things necessary to insure that there will be no discharge, spillage, uncontrolled loss, seepage or filtration of any hazardous or toxic waste on the site caused by the successful bidder's operations. The successful bidder is responsible for any and all costs and liabilities associated with the clean up of any such spillage, etc., or as required by any regulating authority, and holds the Town harmless against any current or future liabilities resulting from such an incident.

Insurance

The successful bidder shall furnish a certificate of insurance to the Town Manager for the following insurance coverage within ten (10) days from contract execution. All insurance coverage shall be written with an insurance company licensed to conduct business in the State of Connecticut. Insurance coverage shall remain in full force for the duration of the contract term including any and all extensions. Such certificate of insurance shall specify that the Town of Newington will receive thirty (30) days notice of any cancellation, non-renewal or reduction in coverage and limits originally provided.

 Commercial General Liability including Premises-Operations, Independent Contractors, Blanket Contractual, Products and Completed Operations:

> \$1,000,000 Each Occurrence \$1,000,000 Aggregate

Combined Single Limit for personal injury or property damage or both combined.

Such policy shall name the Town as additional insured.

2. Comprehensive Automobile Liability covering owned, non-owned, hired or leased vehicles.

\$1,000,000 Each Accident

Combined Single Limit for bodily injury or property damage or both combined.

3. Workers Compensation Insurance in accordance with Connecticut State Statutes.

Employers Liability Limit - \$100,000.

Protection

Precaution for the protection of persons and property shall be exercised by the successful bidder(s) at all times. The safety provisions of applicable laws, as well as building, fire and construction codes, shall be observed at all times. The successful bidder(s) shall take such additional safety and health measures as are reasonably necessary. The successful bidder(s) shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with this work. The successful bidder(s) shall take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to: all employees and other persons who may be

affected by the work; all the work, including materials and equipment that is in storage on or off the work sites; and other property at all work sites or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities. No materials or obstruction shall be placed within 15 feet of any fire hydrant, which at all times shall be readily accessible to the Newington Fire Department, or in such a manner that they block any public sidewalk. The successful bidder shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection, including posting danger signs and other warnings against hazards and promulgating safety regulations. The successful bidder(s) shall notify the owners of adjacent utilities when prosecution of the work may affect them. All damage, injury or loss to any property caused directly or indirectly, in whole or in part, by the successful bidder(s), any contractor or subcontractor or material men, will be remedied by the successful bidder(s). In emergencies affecting the safety of persons, the work, or property at the site or adjacent thereto, the successful bidder(s), without special instruction from the Town, is obligated to act, at its discretion, to prevent threatened damage, injury or loss.

TOWN OF NEWINGTON

SALE AND REMOVAL OF NATIONAL WELDING SITE EQUIPMENT

BID FORM

In accordance with the specifications, the undersigned submits the following bid for the sale and removal of equipment from 690 Cedar Street in Newington:

A. Vertical lathes, for the am	ount of:				
\$	for the one on the left as you face the lathes				
\$	for the one on the right as you face the lathes				
B. Sheet metal roller, for the	amount of:				
\$					
C. Large incinerators, for the	amount of:				
\$	for the one on the left as you face the 3 incinerators				
\$	for the one on the right as you face the 3 incinerators				
\$	for the one set apart from the 3 incinerators				
D. Overhead cranes, for the amount of:					
\$	for the one in the large room				
\$	for the one near the vertical lathes				

	The undersigned	is submitting th	his bid	without	collusion	with any	other	indivi	dual
or cor	poration.								

SUBMITTED FOR:	SUBMITTED BY:
Firm	Signature
Address	Name
	Title
	Telephone .